AutomatePro

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (the **"SSA"** or "**Agreement**") is between the AutomatePro entity (**"AutomatePro"**) and the customer entity (**"Customer"**) identified in the ordering document issued by AutomatePro and becomes effective on the last signature date of the ordering document ("**Effective Date**").

The Agreement includes the following, all of which are deemed incorporated by this reference: the general terms and conditions below; all Order Forms (defined below), addenda, policies and any other terms expressly referenced anywhere in this Agreement. All capitalized terms not defined in the general terms and conditions will have the meaning given to them in other parts of this Agreement.

In consideration of the mutual covenants, obligations and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity, controlling, controlled by, or under common control with a party, where "control" means ownership of 50% or more of voting shares.

"**Applicable Law**" means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction in force from time to time, including in each case, as applicable to a party and the subject matter of this Agreement.

"**Authorized Users**" means those employees, agents and independent contractors of Customer who are authorized by Customer to use the Services and the Documentation, as further described in Section 3.1.1.

"**Business Day**" save as set out in Schedule 3, means a day other than a Saturday, Sunday, or public holiday when banks are open for business in (i) New York, if AutomatePro, Inc. is the contracting party, or (ii) London, if AutomatePro Ltd. is the contracting party.

"**Confidential Information**" means information that is proprietary or confidential (whether written, oral, in electronic form or in any other media) and is either clearly labelled or stated as such or identified as Confidential Information in Section 9.

"**Customer Data**" means the data inputted by Customer, Authorized Users, or AutomatePro on Customer's behalf for the purpose of using the Services or facilitating Customer's use of the Services.

"**Customer Instance**" means Customer's instance of the ServiceNow platform, including any custom configuration or integrations, against which the Services are executed.

"**Customer Support Addendum**" or "**CSA**" means AutomatePro's policy for providing support in relation to the Services as may be updated and noticed to Customer from time to time. A copy of AutomatePro's support policy applicable at the Effective Date forms part of Schedule 3 under the heading "Customer Support Addendum".

"**Customer Technology**" means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by or for AutomatePro) for use with ServiceNow or the Services.

"**Documentation**" means the documentation made available to Customer by AutomatePro from time to time including via AutomatePro's website which sets out a description of the Services and the user instructions for the Services.

"**Data Processing Addendum**" or "**DPA**" set out in Schedule 4 governs AutomatePro's processing of personal data on behalf of Customer in connection with the Services. The Data Security Addendum of "DSA" is incorporated herein this DPA.

"**Effective Date**" means the date of this Agreement or as otherwise set out in the applicable Order Form.

"**Initial Subscription Term**" means the three-year period beginning on the Effective Date.

"**IPR**" means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

"**Order Form**" means an ordering document signed by Customer and AutomatePro an example of which is set out in Schedule 1.

"**Professional Services**" means any consulting, deployment, or educational services provided by AutomatePro pursuant to an agreed upon statement of work (SOW) or Order Form.

"**Renewal Period**" means the period described in Section 12.1.

"**Reseller**" means a third-party vendor that resells the Services to Customer, if and as applicable.

"**Services**" means AutomatePro's software-as-a-service (SaaS) subscription offering(s) designed to test, deploy, document, and monitor Customer Instances as further described in Schedule 2.

"**Software**" means the software applications, including all code provided by AutomatePro, as part of the Services, as further described in Schedule 2.

"**Subscription Fees**" means the subscription fees payable by Customer to AutomatePro or its Reseller, as applicable, for the User Subscriptions agreed in an Order Form or a Reseller agreement.

"**Subscription Term**" means the Initial Subscription Term together with any subsequent Renewal Periods.

"**Telemetry Data**" means the information automatically collected by AutomatePro's Services (e.g., logs, metrics, and traces), as transmitted to AutomatePro, for the purpose of monitoring and analyzing the performance, health, and behavior of AutomatePro's information technology infrastructure (and the Services more broadly).

"**User Subscriptions**" means the user subscriptions purchased by Customer pursuant to Section 3 or to its agreement with a Reseller which entitle Authorized Users to access and use the Services and the Documentation in accordance with this Agreement.

"**Virus**" means a thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. SUPPLIER RESPONSIBILITIES

2.1. PROVISION OF THE SERVICES; SUPPORT; COMPLIANCE WITH LAWS. During the Subscription Term, AutomatePro will: (1) make the Services available to Customer pursuant to this Agreement, and (2) provide support, as applicable, as described in the Customer Support Addendum ; and (3) provide the Services in accordance with all Applicable Laws applicable to AutomatePro's provision of the Services to its general customer base (i.e., without regard to Customer's particular use of the Services or Applicable Laws specific to Customer and its industry not otherwise applicable to AutomatePro).

2.2. PROTECTION AND RETURN OF CUSTOMER DATA. During the Subscription Term, AutomatePro will maintain a written security program that includes policies, procedures, and controls, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in the data security addendum set out in Schedule 4 ("**DSA**"). The terms of the data processing addendum set out in Schedule 4 ("**DPA**") shall apply to AutomatePro's processing of personal data (as described in the DPA). Upon written request by Customer within 45 days after termination or expiration of this Agreement (or termination or expiration of an Order Form), AutomatePro will provide any Customer Data in the Services to Customer in AutomatePro's standard database export format at no additional charge. After such 45-day period, AutomatePro shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, and, upon written request, provide confirmation of such deletion. Nothing in this Section 2.2 prevents AutomatePro from collecting Telemetry Data.

2.3. UPDATES. The CSA, DSA, and DPA in effect as of the date of the Order Form will apply to the Services specified on such Order Form. AutomatePro may update the CSA, the DSA, and the DPA, however, in no event will any update be effective until the end of the applicable Subscription Term.

3. ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES.

3.1. ACCESS AND USE RIGHTS. For the Subscription Term, AutomatePro grants the access and use rights in this Section 3 to the Services described in the applicable Order Form.

3.1.1. SERVICES. AutomatePro authorizes Customer to access and use the Services during the Subscription Term in the applicable Order Form solely for its internal business purposes in accordance with the Documentation (i.e., Authorized Users may access and use the Services during the Subscription Term. For the avoidance of doubt, Affiliate Users (defined below) are Authorized Users). Customer shall use commercially reasonable measures to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify AutomatePro. AutomatePro reserves the right, without liability or prejudice to its other rights to Customer, to disable Customer's access to any relevant component of the Services if Customer breaches Customer Responsibility Section 8.2.1.

3.2. AFFILIATE ACCESS AND USE; ACCESS THROUGH CUSTOMER. If mutually agreed in a binding Order Form

signed by both parties, Customer may provide access and use rights to the Services to one or more Customer Affiliates designated in such Order Form, subject to this Agreement ("**Affiliate User**"). If Customer does so, it will be wholly responsible for Affiliate Users' compliance with the terms of this Agreement and all acts and omissions of such Affiliate Users. No Customer Affiliate will have the right to take any legal action against AutomatePro under this Agreement or any Order Form.

3.3. RESTRICTIONS. With respect to the Services, Customer will not (and will not permit others to): (1) use it in excess of contractual use limits, including as stated in an Order Form (e.g., the number of Authorized Users will not exceed the number of licenses purchased by Customer), or in a manner that circumvents use limits or technological access control measures; (2) license, sub-license, sell, resell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third parties, except as may be otherwise expressly stated herein or in an Order Form; (3) access it for purposes of developing or operating products or services for third-parties in competition with AutomatePro Core Technology; (4) disassemble, reverse engineer, or decompile it; (5) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in this Agreement; (6) remove or modify a copyright or other proprietary rights notice in it; (7) use it in violation of Applicable Law (including those applicable to collection and processing of Customer Data through the Services); (8) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner's permission; (9) use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or (10) access or disable any AutomatePro or third-party data, software, or network (other than Customer's Customer Instance). Customer will notify AutomatePro at support@automatepro.com   30 days before it engages in any of the foregoing that it believes it may be entitled to and provide reasonably requested information to allow AutomatePro to assess Customer's claim. AutomatePro may, in its discretion, provide alternatives that reduce adverse impacts on AutomatePro's IPR or other rights.

3.4. PROVISION OF PROFESSIONAL SERVICES. Customer and AutomatePro may enter into one or more SOWs or Order Forms subject to this Agreement for the provision of Professional Services.

4.   ORDERING.

4.1. FEES AND PAYMENTS.

4.1.1.   FEES. The Subscription Fee will be as specified in the Order Form. After the first year of the Subscription Term (as specified in the applicable Order Form), AutomatePro may increase the Subscription Fee each year by the greater of: a) five percent (5%); or (b) the percentage rate of increase equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers as reported by the United States Department of Labor, Bureau of Labor Statistics, for the calendar year immediately prior to the annual renewal date.

4.1.2.   PAYMENTS. The provision of the Services to Customer is subject to AutomatePro being paid in full in advance for the Services either by Customer or the Reseller. Customer shall pay the Subscription Fees to AutomatePro or, where applicable, its Reseller, for the User Subscriptions in accordance with this Section 4 (or as otherwise may be agreed with its Reseller). Customer shall on or prior to the Effective Date provide to AutomatePro valid, up-to-date and complete contact and billing details. AutomatePro shall invoice Customer (i) on the Effective Date for the Subscription Fees payable for the Initial Subscription Term; or (ii) at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable for a given Renewal Period. Customer will pay each invoice in the currency specified in the Order Form to AutomatePro within 30 days of the invoice date.

4.1.3.   LATE PAYMENTS. Past due payments and charges will be subject to a late payment charge calculated at an annual rate of four percentage points (4%): (i) over the prime rate (as provided by the U.S. Federal Reserve), if AutomatePro Inc. is the contracting party; or (ii) four percentage points (4%) over the then-current base lending rate of Barclays PLC for the immediately preceding calendar year, if AutomatePro Ltd is the contracting party; in each case, during the delinquency period. If the amount of such charge exceeds the maximum permitted by law, such charge will be reduced to such maximum. If Customer fails to timely cure such delinquency or regain compliance under Section 4.2, AutomatePro may suspend Customer's use of the Services or terminate this Agreement for breach, in addition to any other available rights and remedies. All terms of this Section 4.1 apply unless expressly stated otherwise in the applicable Order Form, or SOW.

4.2. USE VERIFICATION. AutomatePro may remotely audit the scope of Customer's use of the Services, and on AutomatePro's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement with respect to access to and use of the Services. If AutomatePro determines that Customer has exceeded its permitted access and use rights to the Services, AutomatePro will notify Customer and Customer will, within 30 days, either: (1) disable any unpermitted use; or (2) purchase additional subscriptions commensurate with Customer's actual use.

4.3. TAXES. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes (including UK VAT) ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction, and the interest and penalties on any and all of these (collectively, "**Taxes**"). Customer is solely liable for and will pay all Taxes associated with its purchase of, payment for, access to, or use of, the ordered Services. For the avoidance of doubt, Taxes will not be deducted from

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payments to AutomatePro, except as required by Applicable Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, AutomatePro receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. When applicable, Customer will provide to AutomatePro its VAT or GST identification number(s) on the Order Form. Customer will use the ordered Services for Customer's business use in accordance with the provided VAT or GST identification number(s) of its business establishment(s). Where Customer is UK VAT registered, Customer shall provide its UK VAT registration number and ensure compliance with UK VAT requirements.

4.4. BANKING. Customer shall maintain up to date bank account details for AutomatePro. Any requests for changes in AutomatePro bank account details must be verified independently with AutomatePro via a telephone or video call. Customer should ensure the bank account changes requested are legitimate by validation of past transactions between AutomatePro and Customer. If the aforementioned process is not adhered to, leading to a fraudulent payment being made to a bank account not associated with AutomatePro, Customer shall remain wholly liable for the payment of the any outstanding fees under this Agreement.

5.   THIRD-PARTY PROVIDERS. Customer acknowledges that the Services may enable or assist it to access and/or use its Customer Instance(s) and other third-party services (including services provided by or on behalf of Resellers) ("**Third Party Services**") or the Services may be supplemented by Third-Party Services. The use and/or receipt of any Third-Party Services is solely at Customer's own risk. AutomatePro makes no representation or commitment and shall have no liability or obligation whatsoever in relation to any Third-Party Services. Any contract entered into, and any transaction completed in relation to, any Third-Party Services is between Customer and the relevant third party, and not AutomatePro.

6.   INTELLECTUAL PROPERTY.

6.1. AUTOMATEPRO OWNERSHIP. As between the parties, AutomatePro and its licensors exclusively own all right, title, and interest in and to all AutomatePro Software and Services, notwithstanding anything in this Agreement purportedly to the contrary. Except for the rights and licenses expressly granted in Section 3, AutomatePro on behalf of itself and its licensors, reserves all rights in the Software and Services and does not grant or give Customer any rights whatsoever. Any Software or Services components delivered to Customer or to which Customer is given access has been licensed, not sold, even if, for convenience, AutomatePro uses words such as "sale" or "purchase" in Order Forms or other documents.

6.2. CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to AutomatePro a royalty-free, fully paid, non-exclusive, non-transferrable (except under Section 13.8), worldwide, right to use Customer Data and Customer Technology solely to provide and support the Services.

6.3. FEEDBACK. If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services (collectively, "**Feedback**") Customer grants to AutomatePro a royalty-free, fully paid, sub-licensable, transferrable (notwithstanding Section 13.8), non- exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into AutomatePro's Services or Software) without restriction.

6.4. MARKETING AND PUBLICITY.

6.4.1.   LOGO USAGE. Customer hereby grants to AutomatePro a non-exclusive, royalty-free, worldwide, non-transferable license to use Customer's name and corporate logo in AutomatePro's marketing materials, including on its website and in customer lists, for the sole purpose of identifying Customer as a user of the Services. AutomatePro shall comply with any brand guidelines provided by Customer in writing.

6.4.2.   TESTIMONIALS. AutomatePro may request and the Customer may provide, brief written or recorded testimonials regarding the Services. Customer grants AutomatePro permission to use such testimonials in promotional materials.

6.4.3.   CASE STUDIES. Upon mutual agreement, the parties may collaborate on the creation of a detailed case study highlighting Customer's use of the Services. Any such case study shall be subject to Customer's prior written approval before initial publication.

7.   AUTOMATEPRO OBLIGATIONS; WARRANTIES.

7.1. AUTOMATEPRO WARRANTIES. AutomatePro warrants that, during the Subscription Term, the Services will be provided on a commercially reasonable basis substantially in accordance with the Documentation and with reasonable skill and care.

7.2. REMEDIES.

7.2.1.   SUBSCRIPTION SERVICE. If any non-conformity to the Documentation (excluding any non-conformity

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caused by a modification to the Services made by Customer or a third party acting at Customer's direction), persists without relief more than 30 days after Customer's notice of the non-conformity, then Customer may terminate the affected Services immediately on written notice of termination, and as Customer's exclusive remedy AutomatePro will refund to Customer any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Services after the date of termination.

      7.2.2. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 7, TO THE MAXIMUM EXTENT ALLOWED BY LAW, AUTOMATEPRO DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE). WITHOUT LIMITING THE ABOVE, AUTOMATEPRO DOES NOT WARRANT THAT THE SERVICES: (1) WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS; (2) WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR; OR (3) IS DESIGNED FOR ANY PURPOSE REQUIRING FAIL-SAFE PERFORMANCE FOR WHICH FAILURE COULD RESULT IN DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE.

8. CUSTOMER RESPONSIBILITIES.

    8.1. Customer shall:

      8.1.1. Provide AutomatePro with: (i) all necessary cooperation in relation to this Agreement; and (ii) all necessary access to such information as may be required by AutomatePro;

      8.1.2. In order to provide the Services: Customer Data, security access information, system logs and configuration services including without limitation, access to the Customer Instance and any associated environments to the extent reasonably required by AutomatePro to provide the Services under this Agreement , subject to Section 9;

      8.1.3. Comply with all Applicable Laws with respect to its activities under or in connection with this Agreement;

      8.1.4. Carry out all other Customer Responsibilities set out in this Section 8 in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the parties, AutomatePro may adjust any agreed timetable or delivery schedule as reasonably necessary;

      8.1.5. Ensure that the Authorized Users use the Services and the Documentation in accordance with the general terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;

      8.1.6. Obtain and maintain all necessary licenses, consents, and permissions necessary for its receipt and use of the Services and to use Customer Instances with the Services;

      8.1.7. Ensure that its network and systems comply with the relevant specifications as provided by AutomatePro from time to time;

      8.1.8. Be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to AutomatePro's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet;

      8.1.9. Customer is responsible for maintaining its environment(s) on a supported version of the Services (meaning Customer must not be maintaining its environments on a version of the Services more than one version behind AutomatePro's latest release) to ensure its own access to critical fixes, security patches, performance enhancements, and compatibility updates.

    8.2. Customer shall not:

      8.2.1. Access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

      8.2.2. Use the Services and/or Documentation to provide services to third parties;

      8.2.3. Except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

      8.2.4. Attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

      8.2.5. Access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation

      8.2.6. Attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under Section 3.2; and

      8.2.7. Use the Software on any machine not operated by and under the control of Customer.

9. CONFIDENTIALITY.

9.1. GENERALLY. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

9.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

9.1.2. was in the other party's lawful possession before the disclosure;

9.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

9.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

9.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party. Customer acknowledges that details of the Services, Documentation, Software, and related intellectual property constitute AutomatePro's Confidential Information. AutomatePro acknowledges that Customer Data, Customer's system logs, and Customer's security access information is the Confidential Information of Customer.

9.2. PUBLICITY. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.3. SURVIVAL. This Section 9 will survive termination of this Agreement, however arising.

10. INDEMNIFICATION.

10.1. BY AUTOMATEPRO. AutomatePro shall defend, indemnify, and hold harmless Customer, its officers, directors, and employees against any third-party claim that the Services or Documentation infringes any patent, copyright, trademark, database right or right of confidentiality, and shall indemnify Customer for any amounts awarded against Customer in judgment or settlement of such third-party claims, provided that: (a) AutomatePro is given prompt notice of any such third-party claim; (b) Customer provides reasonable cooperation to AutomatePro in the defense and settlement of such third-party claim, at AutomatePro's expense; and (c) AutomatePro is given sole authority to defend or settle the claim.

10.2. BY CUSTOMER. Customer shall defend, indemnify and hold harmless AutomatePro against third-party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Customer's use of the Services, Software, and/or Documentation, provided that: (a) Customer is given prompt notice of any such third-party claim; (b) AutomatePro provides reasonable cooperation to Customer in the defense and settlement of such third-party claim, at Customer's expense; and (c) Customer is given sole authority to defend or settle the third-party claim.

10.3. CONTINUITY OF SERVICES. In the defense or settlement of any third-party claim, AutomatePro may procure the right for Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 30 Business Days' notice to Customer.

10.4. LIMITATIONS. In no event shall AutomatePro, its employees, agents and sub-contractors be liable to Customer to the extent that the alleged infringement is based on: (a) a modification of the Services, Software, or Documentation by anyone other than AutomatePro; (b) Customer's use of the Services, Software, or Documentation in a manner contrary to the instructions given to Customer by AutomatePro; (c) Customer's use of the Services, Software, or Documentation after notice of the alleged or actual infringement from AutomatePro or any appropriate authority; (d) use of Services in combination with Customer Instances or any other Third-Party Services or third-party products; or (e) Customer Data or Customer Technology. **To the extent the parties perform as required, this Section 10 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.**

11. LIMITATION OF LIABILITY.

11.1. LIMITED LIABILITY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PRODUCTS AND SERVICES PROVIDED UNDER IT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS SECTION 11 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF AUTOMATEPRO (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS

AND SUB-CONTRACTORS) TO CUSTOMER.

11.2.   EXCLUDED DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER AUTOMATEPRO NOR CUSTOMER WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (DIRECT OR INDIRECT), FOR LOSS OF USE OR DATA, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.

11.3.   APPLICABILITY. The limits in Section 11.1 and exclusions in Section 11.2 do not apply to: (1) obligations to pay for products, services, or taxes; (2) obligations to pay third parties under Section 5 and Section 10; (3) IPR infringement; or (4) an action in tort, separate and distinct from a cause of action for breach of this Agreement, for the party's gross negligence or willful misconduct; and (5) a party's liability for death or personal injury as a result of its negligence or for its fraud or fraudulent misrepresentation.

11.4.   RESELLERS. Where the Services were sold by a Reseller to Customer, AutomatePro shall not be liable to Customer for any refund of sums paid by Customer to the Reseller.

12. TERM AND TERMINATION.

12.1.   TERM. This Agreement will continue for the period of the Initial Subscription Term and automatically renew for successive one-year terms (i.e., the Renewal Period(s)) unless (a) Customer provides AutomatePro with no less than 90 days' written notice of intent to terminate or (b) AutomatePro provides Customer with no less than 90 days' written notice prior to the end of the then-current Subscription Term that it elects not to renew this Agreement or that the automatic renewal provision will not apply. Customer may at any time purchase additional services by executing an additional Order Form; the subscription term for such additional services will be coterminous with the remainder of the Subscription Term of the existing Services. On termination of the Subscription Term, Customer will stop accessing and using, and AutomatePro will stop providing, the Services and all related rights granted to Customer in this Agreement terminate immediately, automatically, and without notice.

12.2.   TERMINATION. This Agreement begins on the Effective Date and continues until terminated under its terms. Each party may terminate this Agreement in its entirety: (1) immediately on notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors; or (2) immediately on notice if the other party materially breaches this Agreement and does not cure such breach within 30 days after the other party's receipt of notice of the breach. Either party may terminate an Order Form or SOW on notice if the other party materially breaches this Agreement or the applicable Order Form or SOW for the Services and does not cure the breach within 30 days after receiving notice of the breach. Professional Services are separately ordered from the Services and are not required for use of the Services. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Subscription Service obligations, even if the services are enumerated in the same Order Form.

12.3.   REMEDIES. AutomatePro will, within 30 days after the effective date of Customer's termination for AutomatePro's breach, refund to Customer any prepaid fees received by AutomatePro covering the remainder of the Subscription Term for the Services, if applicable, after the effective date of termination. Within 30 days after the effective date of AutomatePro's termination for Customer's breach, Customer will pay all remaining amounts, if any, payable under this Agreement for the Subscription Term applicable to the terminated Order Form, regardless of the due dates in the Order Form.

12.4.   SURVIVAL. Sections 3.3 (Restrictions), 4.3 (Taxes), 6 (Intellectual Property), 7 (AutomatePro Obligations; Warranties) (solely in accordance with its terms), 9 (Confidentiality) through 11 (Limitation of Liability), 12 (Term and Termination) (solely in accordance with its terms), and 13 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

13. GENERAL PROVISIONS.

13.1.   FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, including without limitation:

13.1.1. acts of God, flood, fire, earthquake, storm or other natural disaster;

13.1.2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, terrorism, riot, civil commotion, or acts of government;

13.1.3. epidemics, pandemics, or public health emergencies;

13.1.4. national or regional emergency, widespread power or telecommunication outages not caused by the affected party;

13.1.5. strikes, lock-outs or other industrial disputes (except those involving only the affected party's own workforce);

13.1.6. failure, outage, or unavailability of third-party hosting providers, cloud infrastructure, data centres, internet service providers, bandwidth providers, or other critical third-party services on which the Services materially depend;

13.1.7. denial-of-service attacks, ransomware, or other malicious cyber activity directed at the affected party or its third-party providers; or

13.1.8. compliance with any law, regulation, order, or direction of any government or competent authority that was not reasonably foreseeable at the Agreement Date.

The affected party shall:

    (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the event, its expected duration, and the obligations affected; and

    (b) use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as possible.

If a Force Majeure Event prevents, hinders, or delays AutomatePro's performance of the Services for a continuous period of more than thirty (30) days, Customer may terminate the affected Services by giving thirty (30) days' written notice. Upon such termination, Customer shall be entitled to a pro-rata refund of any Subscription Fees prepaid for the period after the termination date. For clarity, Customer's obligation to pay Subscription Fees that have become due and payable prior to the Force Majeure Event shall not be excused.

13.2. **CONFLICT.** If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail. This Agreement shall prevail over any Reseller Agreement.

13.3. **VARIATION.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

13.4. **WAIVER.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5. **RIGHTS AND REMEDIES.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13.6. **SEVERANCE.** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13.7. **ENTIRE AGREEMENT.** This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement to the exclusion of all other terms and conditions, including (but not limited to) any Customer terms and conditions sent to AutomatePro with any Order Form or other form of order, acknowledgement, or acceptance.

13.8. **ASSIGNMENT.** Customer shall not, without the prior written consent of AutomatePro, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement. AutomatePro may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

13.9. **NO PARTNERSHIP OR AGENCY.** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.10. **THIRD PARTY RIGHTS.** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns), and if AutomatePro Ltd is the contracting party, this Section 13.10 shall be construed within the meaning of the Contracts (Rights of Third Parties) Act 1999.

13.11. **NOTICES.** Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement. A notice delivered by hand shall be deemed to have been received when

delivered (or if delivery is not during 9:00 a.m. to 5:00 p.m. on a Business Day, at 9 a.m. on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received three Business Days thereafter via the relevant postal service in the jurisdiction to which this Agreement is governed. In each case, a notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

13.12. GOVERNING LAW AND JURISDICTION.

13.12.1. Each party irrevocably agrees that:

13.12.1.1. if AutomatePro Inc. is the contracting party (i) this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the state of Delaware; and (ii) the courts of New Castle County, Delaware, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims); and

13.12.1.2. if AutomatePro Ltd. is the contracting party (i) this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales; and (ii) the courts of England, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)..

13.13. INTERPRETATION. Section headings are for convenience only and are not to be used in interpreting this Agreement. For the purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein" and "hereby" refer to this Agreement as a whole; and (d) the headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement.

AutomatePro

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SCHEDULE 1
SOFTWARE SERVICES ORDER FORM

</div>

This Order Form is entered into as of the Order Form Effective Date (defined below) between:

AutomatePro (choose one):

☐ AutomatePro Ltd., a company registered in England and Wales (No. 08645759) whose registered office is at 4th Floor, Rex House, 4-12 Regent Street, London, United Kingdom, SW1Y 4RG

☐ AutomatePro Inc., a Delaware corporation with principal place of business at 838 Walker Road, Suite 21-2, PMB #131, Dover, DE 19904, United States

and

Customer

Legal name: _____

Registered number (if applicable): _____

Registered / Principal place of business: _____

_____

Billing address (if different): _____

Billing email address: _____

VAT / GST / Tax ID: _____

The parties agree as follows:

1.Governing Agreement

This Order Form is subject to and incorporates by reference the Subscription Services Agreement available at https://www.automatepro.com/legal/ or as attached (the "**SSA**") between Customer and the AutomatePro entity identified above. Capitalized terms used but not defined herein have the meanings given in the SSA.

2.Product and Services

Software subscription start date:

Initial Subscription Term   ☐ 12 months ☐ 24 months ☐ 36 months ☐ Other: _____ months

Products and Services: _____

Subscription Fee: _____

Payment Terms _____

Support Tier & Region:

☐ Standard Support – UK/Europe Region

   Business Hours: Monday – Friday, 09:00 – 17:30 GMT/BST

   Public holidays observed: England & Wales bank holidays

   ☐ Standard Support – United States Region

AutomatePro

Business Hours: Monday – Friday, 09:00 – 17:30 Eastern Time (ET)

Public holidays observed: U.S. federal holidays

☐ Other:

PO Number (if applicable):

3.Special Conditions (if any – deviations or carve outs from the SSA must be listed here;)

_____

_____

4.Order Form Effective Date

The later of (i) the date of last signature below or (ii) the Subscription Start Date above.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorised representatives.

Customer

Company name: _____

Signed: _____   Name: _____

Title: _____   Date: _____

AutomatePro

[AutomatePro Ltd., OR AutomatePro Inc.]

Signed: _____   Name: _____

Title: _____   Date: _____

AutomatePro

SCHEDULE 2
Product Definition and Description

1. Overview

All capitalized terms not defined in this document will have the meaning given to them in other parts of the Agreement.

This Services Overview ("Overview") describes the AutomatePro Suite of Applications including the Master Controller Application and the Test Engine ("**AutomatePro Suite**" or "**Software**"), owned and operated by AutomatePro and forms an integral part of the Agreement.

Definitions

"Centralised Repository" is the centralised controlled repository which acts as a single pane of glass across multiple instances of a customer's ServiceNow estate.

"Master Controller Application" is ServiceNow software application provided by AutomatePro as part of the AutomatePro Suite subscription service to define tests, initiate automated test runs and review automated test results. Also called the AutomatePro Controller application (ACA).

"ServiceNow Store Application" is the package provided to subscribers of the AutomatePro service, which installs the Controller application on a Customers' Target Instance.

"Content Packs" are the pre-built test plans for out of the box products provided by ServiceNow.

"Test Engine" is the SaaS subscription service provided by AutomatePro which automatically executes tests defined in the Controller application. Also called the AutomatePro Test Engine (ATE).

"Target Instance" is the Customer's ServiceNow instance against which the Test Engine will execute the tests defined in the Controller Application. The Target instance is defined by the user in the Controller application.

The AutomatePro Suite is a collection of proprietary, cloud-based software applications built on the ServiceNow Platform, designed to enhance quality assurance, governance, automation, documentation, and release management processes across enterprise ServiceNow implementations.

2. Scope of Software

The AutomatePro Suite comprises several modular applications that operate individually or collectively to enable end-to-end automation, testing, documentation, and governance of ServiceNow platform configurations and releases. Each application contributes distinct capabilities as described below.

3. Individual Application Summaries

3.1 AutoPlan

AutoPlan provides structured planning and test management capabilities for the definition, organization, and tracking of automated and manual test cases within the ServiceNow environment.

- Intended Use: Supports test planning, requirements traceability, and execution scheduling across multiple environments.

- Outputs: Traceable test plans, coverage reports, execution schedules, and audit-ready artefacts aligned to organisational governance frameworks.

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3.2 AutoTest

AutoTest delivers automated testing functionality designed to validate ServiceNow configurations, customizations, and workflows through codeless test creation and execution.

- Intended Use: Automates regression, functional, and integration testing across ServiceNow modules to improve release confidence and reduce manual effort.

- Outputs: Executable automated tests, pass/fail results, screenshots, logs, and consolidated quality metrics dashboards.

3.3 AutoManual

AutoManual provides structured manual testing management for scenarios not suited to full automation, ensuring process consistency and auditability.

- Intended Use: Enables controlled manual test execution with evidence capture, step-by-step guidance, and integration to reporting frameworks.

- Outputs: Manual test records, test evidence, execution logs, and compliance reports.

3.4 AutoMonitor

AutoMonitor delivers continuous monitoring and verification of ServiceNow platform integrity post-deployment.

- Intended Use: Detects configuration drift, performance degradation, or process failure across ServiceNow environments through scheduled or event-driven checks.

- Outputs: Alerts, deviation reports, and automated tickets for remediation workflows.

3.5 AutoDoc

AutoDoc enables automated generation of documentation derived from test plans, executions, and system configurations.

- Intended Use: Ensures complete, consistent, and audit-ready documentation for validation, compliance, and regulatory submissions.

- Outputs: Auto-generated test evidence packs, validation documents, design specifications, and audit logs in structured formats (e.g., PDF, DOCX).

3.6 AutoDeploy

AutoDeploy provides governed release and deployment management integrated with the ServiceNow SDLC.

- Intended Use: Streamlines promotion of application updates through defined release gates, ensuring compliance with control frameworks and reducing deployment risk.

- Outputs: Automated release workflows, approval records, audit trails, and release performance reports.

3.7 AutomatePro+

AutomatePro+ introduces artificial intelligence and machine learning capabilities across the suite to enhance automation, insight, and prediction.

- Intended Use: Supports AI-assisted test generation, intelligent risk assessment, and optimization of release readiness.

- Outputs: AI-generated tests, test plans and video content

4. Service Operation

AutomatePro

The AutomatePro Suite is delivered as Software-as-a-Service ("**SaaS**"), hosted within the ServiceNow Platform. AutomatePro maintains responsibility for the operation, maintenance, and support of the applications in accordance with the applicable Service Level Agreement ("**SLA**") and Documentation.

Customer is responsible for:

- Managing user access and permissions;

- Maintaining their ServiceNow instance(s) in a supported version (N or N-1 release);

- Integrating AutomatePro outputs into their own release and governance processes; and

- Ensuring compliance with applicable data and security policies.

5. Deliverables and Outputs

Across the suite, the principal outputs include, but are not limited to:

- Automated and manual test artefacts, execution results, and quality dashboards;

- Audit-ready documentation and validation evidence;

- Configurable monitoring alerts and release governance records;

All outputs are accessible within the Customer's ServiceNow environment under their control and data governance.

6. Limitations and Dependencies

The AutomatePro Suite is designed exclusively for use with compatible and supported versions of the ServiceNow Platform. AutomatePro assumes no liability for functionality loss or service disruption arising from unsupported platform versions, third-party integrations, or Customer modifications to the AutomatePro applications.

7. Amendments

AutomatePro reserves the right to modify, enhance, or discontinue features within the AutomatePro Suite as part of continuous improvement or lifecycle management, in accordance with the terms set forth in the SSA and associated Customer Support Addendum.

SCHEDULE 3
Customer Support Addendum

1. Customer Support

1.1. Scope

Customer support is provided to resolve defects that cause a nonconformity in the Services as compared to the then-current Product Definition and Description ("**Customer Support**"). A resolution to a defect may consist of a fix, workaround, or other relief, as AutomatePro deems reasonable.

Customer Support does not include performing the following:
• implementation, configuration, integration or customization services;
• implementation, configuration, or advice relating to programming languages and custom library selectors;
• training or assistance with administrative functions;
• resolving immaterial defects;
• resolving defects due to modifications of the Services made by any person other than AutomatePro or a person acting at AutomatePro's direction; or
• resolving defects on any instance of the Services not in conformance with Section 3 (Upgrades and Updates Policy).

1.2. Additional Support Services

AutomatePro may, in its sole discretion, offer supplemental Customer Support service options for an additional fee. If Customer chooses to purchase such supplemental services, the applicable additional terms and conditions will be reflected in the applicable package description referenced in Customer's associated ordering document.

1.3. Customer Support Access

Customer can access AutomatePro's support portal https://support.automatepro.com/ ("**Support Portal**") to access self-help resources and open cases 24 hours a day, 7 days a week. Customer Support personnel will address cases per the target level of effort for the given case Priority stated in sections 1.4 and 1.5.

AutomatePro reserves the right to suspend or revoke access to Customer Support for any individual user if, in AutomatePro's reasonable opinion, the user is misusing the support services or demonstrates repeated insufficient understanding of the Services.

1.4. Case Priority

Priority	Definition
P1	Any defect that causes the Services to be wholly unavailable
P2	Any defect that causes a critical function of the Services to fail
P3	Any defect that significantly impedes work or progress
P4	Any defect that does not significantly impede work or progress

1.5.   Target Response Times and Target Level of Effort
For the purpose of Target Response Time and Target Level of Effort in the table below, "**Business Day**" means Monday through Friday, 9am to 5pm local time excluding local public holidays, for the support region(s) defined in the signed Order Form.

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Priority	Target Response Times	Target Level of Effort
P1	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	2 hours	As appropriate during Business Day
P3	1 business day	As appropriate during Business Day
P4	3 business days	As appropriate during Business Day

1.6. Customer Responsibilities

a) Customer will receive from AutomatePro communications via email, phone, or through the Support Portal regarding the Services and acknowledges that access to the Support Portal will require multi-factor authentication by Customer.

b) Customer will appoint a reasonable number of contacts ("Customer Authorized Contacts") to engage Customer Support for questions and technical issues.

c) Customer must maintain current contact information for the following authorized contacts in the Support Portal who have been trained to administer the Services:

• Primary Business Contact;
• Secondary Business Contact;
• Primary Support Contact;
• Secondary Support Contact;
• Security Contact.

2. Availability SLA

2.1. Definitions

"**Available**" means that the Services can be accessed by authorized users during a calendar month, excluding Excused Downtime.

"**Excused Downtime**" means:
a) Maintenance Time of up to two hours per month; and
b) Any time the Services are not Available due to circumstances beyond AutomatePro's control, including modifications of the Services by any person other than AutomatePro or a person acting at AutomatePro's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including direct connectivity and virtual private network ("**VPN**") connectivity to the Services), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks; and
c) Any time the Services are not Available due to ServiceNow's own availability as defined in ServiceNow's then current Subscription Service Agreement or equivalent.

"**Infrastructure Modification**" means any repairs, maintenance, improvements, or changes to the cloud infrastructure used by AutomatePro to operate and deliver the Services.

AutomatePro will give Customer ten (10) days' prior notice of an Infrastructure Modification if AutomatePro, in its reasonable judgment, believes that the Infrastructure Modification will impact Customer's use of the Services, unless, in the reasonable judgment of AutomatePro, the Infrastructure Modification is necessary to:

a) Maintain the availability, security, or performance of the Services;

b) Comply with Applicable Law; or

c) Avoid infringement or misappropriation of third-party Intellectual Property Rights.

"**Maintenance Time**" means the time the Services are not Available due to an Infrastructure Modification, Upgrade, or Update.

3. Upgrades and Updates

3.1. Definitions

"**Automation Engine**" the proprietary software component used to execute Customer automations (including the action and check library) as part of the Services.

"**Scoped Application**" the ServiceNow Scoped Application distributed via the ServiceNow Store and installed on the Customer's ServiceNow instance as part of the Services.

"**Upgrades**" the new Major Releases of the Services applied at no additional fee during the Subscription Term.

"**Updates**" the AutomatePro's releases (including patches and hotfixes) of the Services applied at no additional fee during the Subscription Term that provide problem fixes or other changes, but do not generally include new functionality.

"**Major Release**" a complete solution with new features or enhancements to the Automation Engine or Scoped Application, including previously released Updates, if applicable.

"**Supported Major Release**" at a particular time means the then-current Major Release and the prior one (1) Major Release of the Automation Engine or Scoped Application.

"**Third Country**" means a country outside the UK and EEA not recognized by the European Commission as providing an adequate level of protection for Personal Data.

"**UK GDPR**" has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

3.2. Upgrades and Updates

AutomatePro shall determine, in its sole discretion:

a) Whether and when to develop, release and apply any Update or Upgrade to the Services; and

b) Whether a particular release is an Update, Upgrade or new service offering that is available separately for purchase.

3.3. Notice

AutomatePro shall:

a) use reasonable efforts to notify Customer when a new Major Release becomes available; and

b) use reasonable efforts to give Customer thirty (30) days' prior notice of any Major Release becoming unsupported.

Notwithstanding the foregoing, AutomatePro may provide Customer with a shorter notice or no notice before the withdrawal of a Major Release, if in the reasonable judgement of AutomatePro it is necessary to:

a) Maintain the availability, security, or performance of the Services;

b) Comply with Applicable Law; or

c) Avoid infringement or misappropriation of third-party Intellectual Property Rights.

3.4. Supported and Non-Supported Releases

Upon general availability of a new Major Release resulting in a Customer no longer using a Supported Major Release, the Customer is required to Upgrade to a Supported Major Release within thirty (30) days to remain in support.

AutomatePro

SCHEDULE 4
Data Processing Addendum

This Data Processing Addendum ("**DPA**") governs AutomatePro's processing of Personal Data on behalf of Customer in connection with the Services. The Data Security Addendum ("**DSA**") is incorporated herein this DPA.

1. Definitions

"**Data Controller**" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller.

"**Data Subject**" means a living identified or identifiable natural person.

"**EU GDPR**" the General Data Protection Regulation ((EU) 2016/679).

"**Personal Data**" means any information relating to a living identified or identifiable natural person, as defined under applicable Data Protection Laws.

"**Processing**" means any operation or set of operations which is performed on Personal Data manually or by automated means. Processing includes collection, organization, storage, alteration, use, disclosure and destruction of data.

"**Data Protection Laws**" means all laws applicable to the Processing of Personal Data under the Agreement including, as applicable, the UK GDPR and the EU GDPR.

"**Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data Processed by AutomatePro or its Sub-Processors.

"**Europe**" means the European Union, the European Economic Area, Switzerland, and the United Kingdom.

"**SCCs**" means the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as annexed to Commission Implementing Decision 2021/914 ("SCCs").

2. Processing of Personal Data

2.1. Roles
Customer will be the Data Controller and AutomatePro will be the Data Processor.

2.2. Customer Instructions
The Agreement constitutes Customer's documented instructions regarding AutomatePro's Processing of Personal Data applicable under the Agreement.

Customer may issue additional or alternative instructions provided that such instructions are agreed in writing between Customer and AutomatePro.

AutomatePro will only Process Personal Data in accordance with Customer's instructions and to the extent necessary for providing the Services as set forth in section 2.4 (Details of Processing), unless otherwise required by law.

The Customer warrants to AutomatePro that:

a) it has all necessary rights to authorise AutomatePro to process Personal Data in accordance with this Agreement and the Data Protection Laws; and

b) its instructions to AutomatePro relating to processing of Personal Data will not put the AutomatePro in breach of Data Protection Laws.

2.3. Confidentiality
Persons including employees and contractors authorized by AutomatePro to Process Personal Data will be bound by appropriate confidentiality obligations.

2.4. Details of Processing
a) Data Subjects: Customer's employees and contractors who interact with the Services.

b) Categories of Data: Employer name, Employee Name, Job Title, Email Address, Phone Number, and any other data Customer chooses to include in the Services.

c) Special Categories of Data: None.

d) Frequency of Transfer: Continuous.

e) Purpose and Nature of Processing: AutomatePro will Process Personal Data in order to provide the Services in accordance with the Agreement and this DPA.

f) Duration of Processing: AutomatePro will Process Customer Personal Data for the term of the Agreement.

3. **Security**

3.1. Security Measures
AutomatePro will maintain appropriate technical and organisational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data contained therein as set forth in the DSA.

Customer is responsible for implementing any optional technical and organisational measures to protect Customer Data, as described in the DSA.

3.2. Security Incident

3.2.1. Breach Notification
AutomatePro must notify Customer without undue delay and, where feasible, no later than seventy-two (72) hours after becoming aware of a Security Incident.

3.2.2. Report
The initial report will be made to Customer's security contact(s) designated in AutomatePro's support portal or if no such contact is designated, to the primary business contact designated by Customer. As relevant information in relation to the Breach becomes available to AutomatePro, AutomatePro will provide such information as reasonably necessary for Customer to meet its obligations under applicable Data Protection Laws.

4. Assistance

4.1. Data Subject Requests

Taking into account the nature of the Processing and information available, AutomatePro shall provide reasonable and timely assistance to Customer (at Customer's sole cost and expense) when Customer is responding to requests from a data subject exercising their rights under applicable Data Protection Laws.

AutomatePro will instruct Data Subject to contact the Customer in the event it receives a Data Subject Request directly from Data Subject.

4.2. Co-operation Obligations

Taking into account the nature of the Processing and information available, AutomatePro will provide reasonable assistance to Customer in fulfilling Customer's obligations under Applicable Data Protection Law, provided that Customer cannot reasonably fulfil such obligations independently with the help of available AutomatePro documentation.

4.3. Third-Party Requests

Unless prohibited by law, AutomatePro will promptly notify Customer of any requests from third-parties (including government body, data protection authority, or law enforcement) regarding the Processing of Customer Personal Data.

5. Audit

5.1. Vendor Audits

AutomatePro will undertake independent third-party DPA audits and/or internal audits at least once per calendar year. Upon request, AutomatePro will make available relevant certificates and audit reports so Customer can verify AutomatePro's compliance with the standards against which it has been assessed. Audit reports are confidential information of AutomatePro and must be protected by Customer as defined in an applicable non-disclosure agreement.

If Customer cannot reasonably verify AutomatePro's compliance with the terms of this DPA, AutomatePro will provide written responses to all reasonable requests for information made by Customer.

5.2. Customer Audits

Only to the extent Customer cannot reasonably satisfy AutomatePro's compliance with this DPA through the exercise of its rights under Section 5.1 above or where required by applicable Data Protection Laws, Customer or its authorized representatives may (at Customer's sole cost and expense) conduct an audit to assess AutomatePro's compliance with this DPA no more than once per calendar year.

Customer audits of AutomatePro must comply with the following terms:

a) Customer must provide written notice to AutomatePro at least sixty (60) calendar days in advance unless prevented by applicable Data Protection Laws;

b) Customer and any third-party auditor must enter into a confidentiality agreement with AutomatePro;

c) Any applicable third-party auditor must be suitably qualified and not be a competitor of AutomatePro;

d) Customer will bear the costs of the audit.

If the audit has any findings of material noncompliance with this DPA, then AutomatePro will promptly address such findings.

6. Sub-Processors

6.1. General Authorization
Customer authorizes AutomatePro to engage Sub-Processors appointed in accordance with this section 6. Upon request, AutomatePro will share an up-to-date list of current Sub-Processors. AutomatePro will require all of its Sub-Processors to protect Customer Personal Data to the standard required by applicable Data Protection Laws and this DPA.

6.2. New Sub-Processors
Notice will be given to Customer by email to Customer's designated contact in the AutomatePro support portal at least 30 days prior to AutomatePro allowing a new Sub-Processor to Process Customer Personal Data.

6.3. Right to Object
Customer may object to AutomatePro's proposed use of a new Sub-Processor if Customer reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA. Customer must notify AutomatePro of any objection within 30 days of receiving notice from AutomatePro.

AutomatePro will reasonably consider such objection and will notify Customer if it intends to use the Sub-Processor at issue. In the absence of a resolution, AutomatePro will make commercially reasonable efforts to provide Customer with the same level of service described in the Agreement, without using the Sub-Processor to Process Customer Personal Data. If AutomatePro's efforts are not successful within a reasonable time, the matter will be determined under the dispute resolution provisions of the Agreement.

7. Return and Erasure of Personal Data

Following expiration or termination of the Agreement, AutomatePro must delete or return all Customer Personal Data to Customer.

Notwithstanding the foregoing, AutomatePro may retain Customer Personal Data:
a) as required by applicable Data Protection Laws; or
b) in backups and archives in accordance with its backup and record retention policies, provided that AutomatePro will maintain the confidentiality of Personal Data and not further Process it.

8. Data Transfers

8.1. General
You acknowledge and agree that AutomatePro may access and Process Customer Personal Data on a global basis as necessary to provide the Service in accordance with the Agreement, and in particular that Customer Personal Data may be transferred to and Processed by AutomatePro in the United Kingdom and to other jurisdictions where AutomatePro and Sub-Processors have operations. Wherever Customer Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of applicable Data Protection Laws.

8.2. European Data
AutomatePro will not transfer Personal Data subject to the UK GDPR and/or the EU GDPR to any Third Country, unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Laws.

Such measures may include:
a) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Customer Personal Data;

![AutomatePro logo]

b) to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws; or

c) to a recipient that has executed the SCCs as adopted or approved in accordance with applicable European Data Protection Laws.

8.3. California Personal Data
This section will apply where AutomatePro Processes Personal Data subject to the California Consumer Privacy Act ("CCPA").

AutomatePro must inform Customer if it determines that it can no longer meet its obligations under CCPA. Customer may take reasonable and appropriate steps to stop and remediate any unauthorized Processing of Customer Personal Data.

AutomatePro certifies that it will:
a) process Customer Personal Data strictly for the purpose of performing the Services and the Agreement or as otherwise permitted by the CCPA;

b) not sell or Share Customer Personal Data;

c) not process Customer Personal Data outside the direct business relationship with Customer;

d) not combine Customer Personal Data with personal information that it receives from other sources, except as permitted under applicable law.

8.4. Execution of SCCs
If any cross-border transfer of Personal Data between Customer and AutomatePro requires the
execution of SCCs to comply with the Applicable Data Protection Law, the parties' signature to this DPA or the Agreement will be considered as signature to the SCCs.

9. Liability
Liability under this DPA is subject to the limitations and exclusions set out in the Agreement.

10. Data Security Addendum

10.1. Information Security Program
AutomatePro will adhere to a written information security program of policies, procedures and controls aligned to ISO27001 or equivalent standards ("Security Program"). The Security Program will include industry-standard physical, technical, and organizational security measures designed to protect Customer data, including but not limited to those herein this DSA.

10.2. Certifications and Attestations
AutomatePro will establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO27001 or equivalent standards as obligated by the Agreement. AutomatePro will perform ongoing verification of compliance and re-certify against those frameworks at least once per calendar year.

10.3. Vulnerability Management

10.3.1. Penetration Testing
Penetration tests by an accredited third-party vendor will be performed at least annually to identify vulnerabilities. Summary reports will be shared with Customer upon request and must be protected as confidential information by

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Customer.

10.3.2. Vulnerability Scanning
Vulnerability scans will be performed to determine potential vulnerabilities in accordance with then-current standard operating procedures, which will be at least quarterly.

10.4. Personnel Security

10.4.1. Background Screening
Background screening will be performed on all employees and contractors ("Personnel"). Personnel with sensitive or high risk access will undergo additional background screening checks in accordance with applicable standard operating procedures and laws. Upon request, AutomatePro will share details of the background screening checks performed.

10.4.2. Security Awareness Training
Security and privacy awareness training will be provided to all Personnel at time of hire and at least annually thereafter.

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